

**AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE UNITED NATIONS ORGANIZATION  
CONCERNING  
THE PROVISION OF SERVICES AND COMMODITIES  
ON A REIMBURSABLE BASIS  
IN SUPPORT OF  
THE OPERATIONS OF THE  
UNITED NATIONS MONITORING, VERIFICATION AND INSPECTION  
COMMISSION**

**PREAMBLE**

The United States of America and the United Nations Organization, hereinafter referred to as the Parties,

On the part of the United States of America, as represented by the Department of Defense, acting under the authority of section 607 of the Foreign Assistance Act of 1961, as amended, and other relevant authority;

On the part of the United Nations Organization, as represented by the United Nations Monitoring, Verification and Inspection Commission (UNMOVIC) in accordance with United Nations Financial Regulations and Rules;

Noting United Nations Security Council Resolution 1284 and previous and subsequent relevant resolutions, relating to the formation and operations of UNMOVIC; and

Desiring to establish the terms and conditions for the provision of assistance by the Department of Defense of the United States of America at the request of the United Nations Organization in support of UNMOVIC, with all the costs for United Nations Organization requested assistance to be reimbursed to the Department of Defense of the United States of America by the United Nations Organization;

Have agreed as follows:

**ARTICLE I  
SCOPE OF PROVISION OF SUPPORT**

1. In order to support the United Nations Organization in the operations of UNMOVIC, and in accordance with the terms of this Agreement, the Department of Defense of the United States of America may, at the written request of the United Nations Organization, provide to United Nations Headquarters, New York, and to UNMOVIC, the following types of assistance, to the extent they are available, relating to or in support of inspection, monitoring, verification and related activities, on a reimbursable basis:

- (a) Transportation services;
- (b) Clothing, billeting, rations, and other subsistence items;
- (c) Vehicles, equipment, and other major end items, spare parts, maintenance and repair services, fuel, and petroleum supplies;
- (d) Operational supplies and services;
- (e) Communication services;
- (f) Training services;
- (g) Special information processing, services, and equipment; and
- (h) Other incidental supplies and services, including medical supplies and facilities and the disposal of hazardous wastes.

2. As agreed to by the Parties in writing, other types of assistance may be provided by the United States of America on a reimbursable basis in accordance with this Agreement.

## **ARTICLE II SUPPORT PROCEDURES AND REQUIREMENTS**

1. Unless the written consent of the United States Government has first been obtained, the United Nations Organization shall not:

- (a) permit any use of any assistance provided pursuant to this Agreement by anyone not an officer, employee, or agent of the United Nations Organization;
- (b) use or permit the use of any assistance provided pursuant to this Agreement for purposes other than to implement the operations of UNMOVIC under applicable United Nations Security Council resolutions; or
- (c) transfer or permit any officer, employee, or agent of the United Nations Organization to transfer any assistance provided pursuant to this Agreement, by gift, sale, or otherwise.

2. The Parties agree that the authorized users of any assistance provided pursuant to this Agreement shall include all personnel assigned to UNMOVIC.

3. The United Nations Organization shall maintain the security of any assistance provided pursuant to this Agreement, and shall provide it substantially the same degree of security protection afforded by the United States Government.

4. The provision of assistance pursuant to this Agreement may be made subject to additional terms and conditions as may be agreed to in individual implementing arrangements, executed in writing between the parties under this Agreement.

5. The United Nations Organization shall be responsible for all claims (including the costs of defending such claims and of any settlement or judgement thereof) made by any party against the United States of America, or any of its officers, agents, employees, or contractors, arising out of the provision of the assistance provided under this Agreement. The United States of America, and its officers, agents, employees, and contractors, shall not be liable for any claims arising out of the provision of the assistance provided under this Agreement.

6. The United Nations Organization shall not make any claim against or hold liable the United States of America in respect of injuries or death caused by equipment or materials supplied by the Department of Defense of the United States of America. Such claims shall be the sole responsibility of the United Nations Organization. Nothing in this paragraph shall in any way preclude the authority of the United Nations Organization to deny responsibility to, or make claims against, any third parties related to any loss, injury or death caused by equipment or materials supplied under this Agreement or related to any activities under this Agreement.

### **ARTICLE III IMPLEMENTATION**

The Department of Defense of the United States of America shall implement this Agreement for the United States of America. UNMOVIC shall implement this Agreement for the United Nations Organization.

### **ARTICLE IV REIMBURSEMENT PROCEDURES**

1. All assistance provided by the Department of Defense of the United States of America under this Agreement shall be fully reimbursed by the United Nations Organization within the time specified in paragraph 2 of this Article.

2. The Comptroller of the Department of Defense of the United States of America shall ensure bills detailing the costs associated with the provision of assistance under this Agreement are submitted to UNMOVIC Operations, Attention: Administrative Services, of the United Nations Organization. A consolidated Department of Defense bill with supporting documentation shall be submitted on a monthly basis. The UNMOVIC Operations of the United Nations Organization shall pay submitted bills in U. S. dollars to the Department of Defense of the United States of America, within 30 days after receipt of the bills submitted pursuant to this Article.

**ARTICLE V**  
**ORDERING AND RECEIPT OF EQUIPMENT, SUPPLIES, AND SERVICES**

1. The provision of assistance under Article I of this Agreement shall be accomplished through written agreements between UNMOVIC and the Department of Defense of the United States Government which shall be consistent with and incorporate by reference the terms and conditions of this Agreement.

2. As necessary, additional details regarding, e.g., receipts, delivery procedures, and accounting shall be agreed upon by the Parties or their representatives in writing prior to the delivery of any assistance.

3. In the event of any conflict between the terms and conditions of this Agreement and any agreement between UNMOVIC and the Department of Defense of the United States Government entered into under Article V(1), the terms of this Agreement shall be controlling.

**ARTICLE VI**  
**SETTLEMENT OF DISPUTES**

1. Any dispute arising under this Agreement shall be resolved through consultations between the Parties or their representatives and shall not be referred to any third party.

2. In the event that there is continued disagreement between the Parties, at the request of either Party, the consultations shall be continued through diplomatic channels.

**ARTICLE VII**  
**ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION**

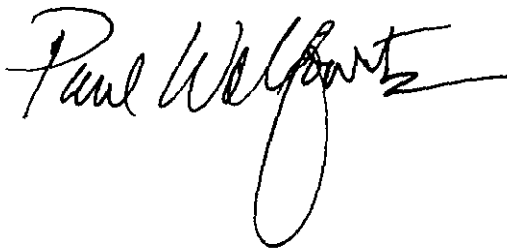
1. This agreement shall enter into force upon the last signature and shall remain in force for a period of two years.

2. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon 30 days written notification to the other Party.

3. Notwithstanding the termination of this Agreement, the obligations of the United Nations Organization in accordance with Article II of this Agreement, and its obligations for reimbursement for support provided under Article IV, shall continue to apply, unless otherwise agreed to in writing by the Parties.

DONE, in duplicate, at Washington D.C., this 5th day of Nov, 2002, and at New York, this 8th day of November, 2002.

FOR THE UNITED STATES OF  
AMERICA:



FOR THE UNITED NATIONS  
ORGANIZATION:



I certify that this is a true and correct copy of the original agreement.

Date: 6 Dec 02



Lynn E. Gibby  
Chief, UN Inspection Support Branch  
Arms Control Interagency Liaison Division  
On-Site Inspection Directorate  
Defense Threat Reduction Agency



Mary Dalton  
Notary Public